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W.P.No.35991 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.11.2025

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THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.35991 of 2024

Seetha

... Petitioner

Vs.

1.The Chairman,
Tamilnadu Housing Board,
CMDA Complex,
E&C Market Road,
Koyembedu,
Chennai – 600 107.

2.The Executive Engineer,
Tamilnadu Housing Board,
Besant Nagar Division,
Adyar,
Chennai – 600 020.

... Respondents

Prayer:

Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus directing the second respondent to dispose the petitioner's representation dated 30.09.2024 and subsequently to execute the sale deed in favour of the petitioner for the property an extent of 38.85 sq.meter, bearing Flat No.LIG-1329, Thiruvalluvar Nagar, Thiruvannamiyur, Chennai – 600 041 on behalf of petitioner's principal.



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For Petitioner : Mr.G.Ranganathan
For Respondents : Mr.D.Veerasekaran
Standing Counsel for TNHB

ORDER

This writ petition has been filed seeking issuance of Writ of Mandamus directing the second respondent to dispose the petitioner's representation dated 30.09.2024 and subsequently to execute the sale deed in favour of the petitioner for the property an extent of 38.85 sq.meter, bearing Flat No.LIG-1329, Thiruvalluvar Nagar, Thiruvananthapuram, Chennai – 600 041 on behalf of petitioner's principal.

2.The learned counsel appearing for the petitioner submitted that the petitioner is the power of attorney of one Devagiammal and the said Devagiammal made application dated 11.09.1986 before the second respondent for allotment of house under the Composite Scheme Thiruvananthapuram Extension, pursuant to which, a flat bearing LIG-1329, Thiruvalluvar Nagar, Thiruvananthapuram, Chennai measuring an extent of 38.85 sq.meter was allotted to her vide special allotment bearing letter no.AL.3/10379/86 dated 07.05.1987. Thereafter the said Devagiammal executed power of attorney in favour of the petitioner and directed the petitioner to pay the monthly installment and to possess and enjoy the property and the petitioner complied all



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the formalities and paid the installments and thereafter approached the second respondent for execution of sale deed, however, there is no response and hence the petitioner made representation to the respondents, however, no order was passed. Hence, this Court may issue direction to the second respondent to consider the petitioner's representation dated 30.09.2024 and to pass appropriate orders within a reasonable time frame.

3.The learned Standing Counsel appearing for the respondents submitted that the respondent Board implemented Thiruvanimiyur Extension Composite Scheme in S.No.213 part, 215 part, 216 part 217 and 219 to an extent of 55.15 acres at Thiruvanimiyur Village, Chennai. Subsequently, one Devagiammal was allotted LIG House No.1329 under hire purchase scheme in the said Scheme and allotment order was issued in favour of the allottee and the tentative cost of the said house was fixed as Rs.24,000/- with condition to pay the initial cost of Rs.8,000/- on or before 20.05.1987 and the remaining to be paid in installments to be paid for a period of 13 years commencing from 15.10.1987. The allottee belatedly paid the initial deposit on 24.07.1987 and the monthly installments on different intervals and the allottee has to pay the outstanding amount



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of Rs.5,874/- as on 17.06.2025.

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4.Heard the arguments advanced on either side and perused the materials available on record.

5.Perusal of counter affidavit filed by the second respondent reveals that the respondent Board implemented Thiruvanimiyur Extension Composite Scheme in S.No.213 part, 215 part, 216 part 217 and 219 to an extent of 55.15 acres at Thiruvanimiyur Village, Chennai. Subsequently, one Devagiammal was allotted LIG House No.1329 under hire purchase scheme in the said Scheme and allotment order was issued in favour of the allottee and the tentative cost of the said house was fixed as Rs.24,000/- with condition to pay the initial cost of Rs.8,000/- on or before 20.05.1987 and the remaining to be paid in installments to be paid for a period of 13 years commencing from 15.10.1987. The allottee belatedly paid the initial deposit on 24.07.1987 and the monthly installments on different intervals and the allottee has to pay the outstanding amount of Rs.5,874/- as on 17.06.2025. On payment of the outstanding amount of Rs.5,874/- (17.06.2025) the sale deed will be executed in favour of Devagiammal.



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6.At this juncture, the learned counsel appearing for the petitioner submitted that, this Court may without going into the merits of the case, permit Devagiammal to pay the outstanding amount of Rs.5,874/- (as on 17.06.2025) and upon such payment being made, issue direction to the respondent Board to execute sale deed in favour of the said Devagiammal.

7.Considering the limited relief now sought for by the learned counsel appearing for the petitioner, this Court without expressing any opinion on the merits of the case, permits Devagiammal to pay the outstanding amount of Rs.5,874/- (as on 17.06.2025) and subsequent interest and upon such payment being made, the respondent Board shall execute sale deed in favour of the said Devagiammal after perusing the proof for identification of Devagiammal.

8.The writ petition is disposed of. No costs.

17.11.2025

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Index: Yes/ No
Speaking Order: Yes/ No
NCC: Yes/ No

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M.DHANDAPANI,J.
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To

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